

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

INVISTA S.à r.l. and INVISTA)
(Canada) Company,)
)
Plaintiffs,)
)
v.)
)
FIBER RESOURCES INTERNATIONAL,)
INC.,)
)
Defendant.)
_____)

Civil Action No. 07-119 (GMS)

**PLAINTIFFS' SECOND NOTICE OF RULE 30(B)(6) DEPOSITION OF
DEFENDANT FIBER RESOURCES, INC.**

TO:

David L. Finger
Finger & Slanina LLC
One Commerce Center
1201 Orange St. Suite 725
1813 North Franklin St.
Wilmington, DE 19801

W. Winston Briggs
Decker, Hallman, Barber & Briggs
17th Floor
260 Peachtree Street
Atlanta, GA 30303

Please take notice that pursuant to Federal Rule of Civil Procedure 30(b)(6), counsel for Plaintiffs INVISTA S.à r.l. and INVISTA (Canada) Company (collectively "INVISTA" or "Plaintiffs") will take the deposition of Defendant Fiber Resources International, Inc. ("FRI" or "Defendant"), upon oral examination at the offices of Decker, Hallman, Barber & Briggs, 17th Floor, 260 Peachtree Street, Atlanta, GA 30303, on Monday, January 28, 2008, beginning at 1:00 p.m. EDT, or at such other time and location as agreed upon by counsel, and continuing thereafter from time-to-time and day-to-day until completion.

The deposition will be taken before a Notary Public or other person duly authorized by law to administer oaths, will be recorded by stenographic and/or videographic means, and will

be conducted pursuant to the provisions of the Federal Rules of Civil Procedure and Federal Rules of Evidence for the purpose of discovery, use as evidence at trial, and any other purposes allowed by law.

Pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, INVISTA requests that FRI make available for deposition one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, with respect to the topics listed below

DEFINITIONS

INVISTA incorporates by reference the Definitions set forth in Plaintiffs' First Set of Interrogatories and Requests for Production to Defendant.

DEPOSITION TOPICS

1. FRI's current and former owners, directors, executives, and employees.
2. FRI's current assets and liabilities.
3. FRI's revenues, profits, losses and expenses from January 1, 2005 to the present.
4. FRI's purchase of fiber from DuPont or INVISTA.
5. The terms and/or conditions of any agreement between FRI and DuPont or INVISTA, included any alleged exclusive dealings agreement.
6. Any communications between FRI and DuPont or INVISTA that relate or refer to any alleged exclusive dealings agreement.
7. The identity of the persons who negotiated the alleged exclusive dealings agreement on behalf of FRI, DuPont, and/or INVISTA.
8. FRI's sale of fiber previously purchased from DuPont or INVISTA.
9. FRI's sales, revenues, profits and/or expenses from the sale of fiber previously purchased from DuPont or INVISTA.

10. FRI's purchase of fiber for concrete reinforcement from suppliers other than DuPont or INVISTA from 2001 up to and including May 2006, including the terms and conditions of those transactions.

11. FRI's efforts to create, expand or service a commercial market for the sale of concrete fiber (or "concrete material"), including any expenses incurred in such efforts.

12. Any information provided by FRI to DuPont for the production of concrete material, as alleged in Paragraph 24 of FRI's Answer and Counterclaim.

13. FRI's processing plant that was used for the production of concrete material, as alleged in Paragraph 23 of FRI's Answer and Counterclaim.

14. FRI's damages claims, including the methods of calculation and the amount claimed.

15. FRI's efforts, if any, to mitigate its losses, if any, allegedly resulting from the purported breach of the alleged exclusive dealings agreement.

16. The terms and conditions of FRI's alleged contract and/or relationship with Nycon.

17. The factual allegations that FRI believes supports its contention that INVISTA interfered with the alleged contract and/or relationship between FRI and Nycon for the purchase and sale of fiber for concrete reinforcement.

18. FRI's legal claims and defenses, including the factual allegations in support of those claims and defenses.



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Attorneys for Plaintiffs

INVISTA S.à r.l. and INVISTA

(Canada) Company

Dated: January 22, 2008

UNITED STATES DISTRICT COURT
DISTRICT OF DELAWARE

CERTIFICATE OF SERVICE

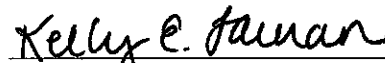
I HEREBY CERTIFY that on January 22, 2008, I caused the foregoing to be served on the defendant at the address and in the manner indicated below:

BY E-MAIL AND HAND DELIVERY

David L. Finger
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BY E-MAIL

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